



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Hohn et al.
Serial No. : 10/616,783
Filed : July 10, 2003
Title : WAVELENGTH-CONVERTING CASTING COMPOSITION AND LIGHT-
EMITTING SEMICONDUCTOR COMPONENT

Art Unit : 2826
Examiner : Minh Loan Tran

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER UNDER 37 CFR §§3.73(b) AND 1.321(b)

Pursuant to 37 CFR §3.73(b), OSRAM GMBH, certifies that it is the assignee of the entire right, title, and interest in the above application by virtue of: i) an Assignment from Inventors to SIEMENS AKTIENGESELLSCHAFT recorded April 4, 2000, at Reel/Frame 010723/0988; ii) an Assignment from SIEMENS AKTIENGESELLSCHAFT to OSRAM OPTO SEMICONDUCTORS, GMBH & CO. OHG recorded 12/7/2000 at Reel/Frame 011356/0397; iii) a conversion from OSRAM OPTO SEMICONDUCTORS GMBH & CO. OHG to OSRAM OPTO SEMICONDUCTORS GMBH confirmed March 12, 2002 (See Appendix 1, which includes a certified English translation); iv) confirmatory Assignment from OSRAM OPTO SEMICONDUCTORS GMBH to OSRAM GMBH (See Appendix 2).

OSRAM GMBH also certifies that it is the assignee of related U.S. Patent Nos. 6,066,861, 6,245,259, 6,592,780, and 6,613,247. The chain of title for these patents is the same as that above, except that the Assignment from SIEMENS AKTIENGESELLSCHAFT to OSRAM OPTO SEMICONDUCTORS, GMBH & CO. OHG for the application that issued as U.S. Patent Nos. 6,613,247 was recorded June 9, 2001 at Reel/Frame 011961/0157.

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Date of Deposit

12-22-04

Signature

Cheryl A. Caron

CHERYL A. CARON

Typed or Printed Name of Person Signing Certificate

The undersigned has reviewed all the documents in the chain of title of the above-identified application and to the best of undersigned's knowledge and belief, title is in OSRAM GMBH.

The undersigned is empowered to act on behalf of the assignee.

Pursuant to 37 CFR §1.321(b), and to obviate a double patenting rejection, the assignee identified above hereby waives and disclaims the terminal portion of the term of the entire patent to be granted upon the above identified application subsequent to the expiration date of the first to expire of U.S. Patent Nos. 6,066,861, 6,245,259, 6,592,780, and 6,613,247, whereby the patent granted on this application and the first to expire of U.S. Patent Nos. 6,066,861, 6,245,259, 6,592,780, and 6,613,247 will expire on the same day, provided that any patent granted on the above identified application shall be enforceable only for and during such period that it is commonly owned with each of U.S. Patent Nos. 6,066,861, 6,245,259, 6,592,780, and 6,613,247.

The assignee identified above does not disclaim any terminal part of any patent granted on the above identified application prior to the expiration date of the full statutory term of any of U.S. Patent Nos. 6,066,861, 6,245,259, 6,592,780, and 6,613,247 in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title as stated above. Assignee herein does not disclaim or otherwise affect any part of U.S. Patent Nos. 6,066,861, 6,245,259, 6,592,780, and 6,613,247.

This disclaimer runs with any patent granted on the above application and is binding upon the grantee, its successors or assigns.

Please charge any additional fees, or make any credits, to Deposit Account No. 06-1050, referencing Attorney Docket No. 12406-006003.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

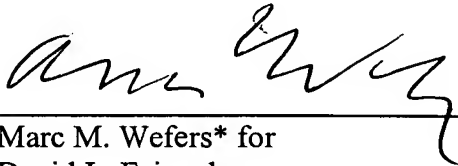
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Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

Date: 12/22/04



Marc M. Wefers* for
David L. Feigenbaum
Reg. No. 30,378

Fish & Richardson P.C.
225 Franklin Street
Boston, MA 02110-2804
Telephone: (617) 542-5070
Facsimile: (617) 542-8906

***See attached document certifying that Marc M. Wefers has limited recognition to practice before the U.S. Patent and Trademark Office under 37 C.F.R. § 11.9(b).**

District Court, Regensburg - Registration Office -		<div style="float: right; text-align: right;"> 8522 </div>									
a) Company's Name b) Headquarters c) Purpose of the Organization		9 8 7 6 5 4 3 2 1 0 9 8 7 6 5 4 3 2 1 0		Proxy		Board of Directors Personally liable partner Executive Director Administrator		Legal Conditions		a) Date of Entry and Signature b) Comments	
2		3		4		5		6		7	
a) OSRAM Opto Semiconductors Gesellschaft mit beschränkter Haftung [Limited Liability Company] b) Regensburg c) Development, manufacture and sales of products based on optoelectronic semiconductors		4,570,000.00 EURO		Müller, Rüdiger Ph.D. Engineering DoB 7/27/1945 93128 Regensburg Wittgen, Robert DoB 01/25/1958 82152 Kreilling				Limited Liability Company The company was created by the corporate restructuring of the OSRAM Opto Semiconductors GmbH & Co. oHG in Regensburg according to the restructuring order of September 26, 2001 in which also the articles of association were approved. If only one member of the board of directors is appointed, he alone represents the company. If several members of the board of directors are appointed, the company is represented by two members of the board of directors together or by one member of the board of directors and an authorized officer together.		a) March 5, 2002 b) Partnership agreement on Pages 14 - 21 AG Regensburg HRA 6036	
		5,000,000.00 EURO						The shareholders meeting on September 26, 2001 has decided to increase the capital stock by 430,000.00 EURO to 5,000,000.00 EURO and has changed the articles of association in section 5 (Capital Stock) accordingly.		a) March 5, 2002 b) articles of association Pages 49 - 54;	

			<p>Certificate of Registration The underlined sections of the register in the following photo print have been deleted in conjunction with the change and deletion comments.</p>	<p>The compliance of the excerpt with the contents of the register is confirmed. Regensburg, March 12, 02 Office of the District Court in Regensburg Registrar: Hardl Senior Clerk</p> <p>District Court Regensburg Bavaria</p>	
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TRANSLATOR'S CERTIFICATE

I, Eva Maria King, do hereby certify that I am fluent in the German and English languages. I prepared the translation into English of an excerpt of a register from the Regensburg District Court. It is true and accurate to the best of my ability.

2 February 2004

Eva Maria King /jad
Eva Maria King

12406-003001

SUPPLEMENTAL CONFIRMATORY ASSIGNMENT

The Effective Date of this Assignment is September 30, 2003.

WHEREAS, Osram Opto Semiconductors GmbH, a German corporation with headquarters located at Wernerwerkstrasse 2, 93049 Regensburg, Germany (hereinafter "ASSIGNOR"), was the owner of an interest in each patent application listed in Appendix A (the "PATENT APPLICATIONS");

WHEREAS, OSRAM GmbH, a German corporation with headquarters located at Hellabrunner Strasse 1, 81536, Munich, Germany, (hereinafter "ASSIGNEE"), was desirous of acquiring an interest in and to the PATENT APPLICATIONS, including any and all Letters Patent of the United States that may be obtained therefor;

NOW, THEREFORE, be it known that, pursuant to the terms of a contract entered into between ASSIGNOR and ASSIGNEE on September 30, 2003, for good and valuable consideration recited therein and paid by ASSIGNEE to ASSIGNOR, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned and transferred, and by these presents does hereby confirm that, as of the Effective date, ASSIGNOR did sell, assign and transfer unto ASSIGNEE, its legal representatives, successors and assigns, its entire right, title and interest in and to the PATENT APPLICATIONS, the same interest to be held by ASSIGNEE, its legal representatives, successors and assigns, to the full end of the term for which Letters Patent may be granted or may be reissued or extended, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

This confirmatory assignment supplements an earlier confirmatory assignment referencing the same September 30, 2003 contract. The earlier confirmatory assignment only listed a subset of the applications now included in the attached Appendix A. It was executed November 24, 2004 on behalf of ASSIGNOR and November 27, 2004 on behalf of ASSIGNEE.

Furthermore, pursuant to the agreed-upon intent of the September 30, 2003 contract, ASSIGNOR explicitly confirms that this Confirmatory Assignment extends to any continuation, division, renewal, substitute, re-examination, or reissue of the applications listed in Appendix A, and that ASSIGNOR'S entire right, title and interest in any such continuation, division, renewal, substitute, re-examination, or reissue of the applications listed in Appendix A is to be held by ASSIGNEE, its legal representatives, successors and assigns, to the full end of the term for which Letters Patent may be granted or may be reissued or extended, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

AND, ASSIGNOR hereby confirms its agreement that the change in ownership may be recorded in the official records of the United States Patent and Trademark Office.

The undersigned is authorized to act on behalf of ASSIGNOR.

This document contains 2 pages and a 4-page Appendix A.

Osram Opto Semiconductors GmbH

By: [Signature] [Signature]
Title: CEO CEO

2004-12-07
Date

Witness Name: I. BURSTEIN

Witness Signature: [Signature]

Witness Name: C. GELDER

Witness Signature: [Signature]

Accepted for OSRAM GmbH

By: [Signature] [Signature]
Title: Senior Vice President Hornung Counsel

December 14, 2004
Date

APPENDIX A -**LISTING APPLICATIONS FOR SUPPLEMENTAL CONFIRMATORY ASSIGNMENT
BETWEEN OSRAM OPTO SEMICONDUCTORS GMBH AND OSRAM GMBH (4
pages)**

F&R Reference	OSRAM Reference	First Named Inventor/Applicant	Filed Serial No.	Issue Patent No.
12406-003001	1996P1650 US N	Ulrike Reeh	12/28/1998 09/221,789	
12406-003002	1996P1650 US N1	Ulrike Reeh	12/6/2000 09/731,220	11/2/2004 6,812,500
12406-003003	1996P1650 US N2	Ulrike Reeh	12/7/2000 09/731,452	6/10/2003 6,576,930
12406-004001	1997P2507 US N	Klaus Hohn	5/20/1998 09/082,205	5/23/2000 6,066,861
12406-005001	1997P2507 US 01	Klaus Hohn	3/28/2000 09/536,564	8/21/2001 6,277,301
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12406-006002	1997P2507 US 05	Klaus Hohn	4/25/2001 09/843,080	7/15/2003 6,592,780
12406-006003	1997P2507 US 07	Klaus Hohn	7/10/2003 10/616,783	
12406-007001	1997P2507 US 03	Klaus Hohn	9/1/2000 09/854,368	9/2/2003 6,613,247
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12406-008001	P1999.0014 WO US	Alexandra Debray	2/28/2001 09/786,086	
12406-010001	P2000,0014 US N	Domlnik Eisert	2/12/2001 09/781,753	5/4/2004 6,730,939
12406-011001	1998 P 2530 US N	Bruno Acklin	3/8/2001 09/786,699	
12406-012001	1999P8115 US E/GS	Ewald Karl Michael Guenther	6/18/2001 09/786,833	
12406-013001	1999P2851US E/GS	Ewald Karl Michael Guenther	3/9/2001 09/787,400	
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12406-018001	1998 P8100 US N	Martin Rudolf Behringer	3/15/2001 09/787,186	
12406-019001	1999P1146US N/MH	Volker Harle	6/25/2001 09/869,221	3/4/2003 6,527,853
12406-020001	P2001,0799 US N/MH	JOERG BLAESSING	1/22/2002 10/055,142	
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12406-022US1	1999P4773USN	RALPH WIRTH	3/25/2002 10/089,017	
12406-023US1	1998P8271USN	Ewald Karl Michael Guenther	6/17/2002 10/168,058	
12406-024001	P2002,0356 US N	BERT BRAUNE	5/5/2003 10/429,916	
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12406-028US1	P2000,0014 US N2	Dominik Eisert	8/12/2002 10/203,728	
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12406-030US1	P2000,0032 US N	Georg Bogner	8/22/2002 10/204,576	
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12406-032US1	P2000,0027 US N	ALFRED LELL	8/21/2002 10/204,500	
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12406-036US1	P2001,0050 US E-1	Hartmut Frob	8/22/2002 10/204,585	
12406-038US1	P2000,0104 US N	Georg Bogner	11/27/2002 10/296,848	
12406-039US1	P2000,0068 US N2	STEFAN BADER	10/22/2002 10/258,340	
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12406-054001	P2002,0471 US E	LOW HONG YEE	9/28/2001 09/968,164	
12406-055001	P2003,0102 US E	Volker Haerle	9/24/2003 10/670,917	
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